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7 **UNITED STATES DISTRICT COURT**
8 **DISTRICT OF NEVADA**
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10 ALICE WIELAND,

Case No.: 3:19-CV-00724-MMD-CLB

11 Plaintiff,

STIPULATED PROTECTIVE ORDER

12 vs.

13 BOARD OF REGENTS OF THE
14 NEVADA SYSTEM OF HIGHER
15 EDUCATION, a political subdivision of
the State of Nevada

16 _____/

17 In order to protect the confidentiality of confidential information obtained by the
18 parties in connection with this case, the parties hereby agree as follows:

19 1. Any party or non-party may designate as "confidential" (by stamping the relevant
20 page or other otherwise set forth herein) any document or response to discovery which
21 that party or non-party considers in good faith to contain information involving trade
22 secrets, or confidential personal and/or business or financial information, subject to
23 protection under the Federal Rules of Civil Procedure or Nevada law ("Confidential
24 Information"). Where a document or response consists of more than one page, the first
25 page and each page on which confidential information appears shall be so designated.

26 2. A party or non-party may designate information disclosed during a deposition or
27 in response to written discovery as "confidential" by so indicating in said response or on
28 the record at the deposition and requesting the preparation of a separate transcript of such

1 material. Additionally a party or non-party may designate in writing, within twenty (20) days
2 after receipt of said responses or of the deposition transcript for which the designation is
3 proposed, that specific pages of the transcript and/or specific responses be treated as
4 "confidential" information. Any other party may object to such proposal, in writing or on the
5 record. Upon such objection, the parties shall follow the procedures described in
6 paragraph 8 below. After any designation made according to the procedure set forth in this
7 paragraph, the designated documents or information shall be treated according to the
8 designation until the matter is resolved according to the procedures described in
9 paragraph 8 below, and counsel for all parties shall be responsible for making all
10 previously unmarked copies of the designated material in their possession or control with
11 the specified designation.

12 3. All information produced or exchanged in the course of this case (other than
13 information that is publicly available) shall be used by the party or parties to whom the
14 information is produced solely for the purpose of this case.

15 4. Except with the prior written consent of other parties, or upon prior order of this
16 Court obtained upon notice to opposing counsel, Confidential Information shall not be
17 disclosed to any person other than:

18 (a) counsel for the respective parties to this litigation, including in-house counsel
19 and co-counsel retained for this litigation;

20 (b) employees of such counsel;

21 (c) individual defendants, class representatives, any officer or employee of a party,
22 to the extent deemed necessary by Counsel for the prosecution or defense of this
23 litigation;

24 (d) consultants or expert witnesses retained for the prosecution or defense of this
25 litigation, provided that each such person shall execute a copy of the Certification annexed
26 to this Order as Exhibit "A" (which shall be retained by counsel to the party so disclosing
27 the Confidential Information and made available for inspection by opposing counsel during
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1 the pendency or after the termination of the action only upon good cause shown and upon
 2 order of the Court) before being shown or given any Confidential Information;

3 (e) any authors or recipients of the Confidential Information;

4 (f) the Court, Court personnel, and court reporters; and

5 (g) witnesses (other than persons described in paragraph 4(e)). A witness shall sign
 6 the Certification before being shown a confidential document. Confidential Information may
 7 be disclosed to a witness who will not sign the Certification only in a deposition at which
 8 the party who designated the Confidential Information is represented or has been given
 9 notice that Confidential Information shall be designated "Confidential" pursuant to
 10 paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to
 11 retain copies.

12 5. Any persons receiving Confidential Information shall not reveal or discuss such
 13 information to or with any person who is not entitled to receive such information, except as
 14 set forth herein.

15 6. Unless otherwise permitted by statute, rule or prior court order, papers filed with
 16 the court under seal shall be accompanied by a contemporaneous motion for leave to file
 17 those documents under seal, and shall be filed consistent with the court's electronic filing
 18 procedures in accordance with Local Rule IA 10-5. Notwithstanding any agreement
 19 among the parties, the party seeking to file a paper under seal bears the burden of
 20 overcoming the presumption in favor of public access to papers filed in court. *Kamakana*
 21 *v. City and County of Honolulu*, 447 F.2d 1172 (9th Cir. 2006).

22 7. A party may designate as "Confidential" documents or discovery materials
 23 produced by a non-party by providing written notice to all parties of the relevant document
 24 numbers or other identification within thirty (30) days after receiving such documents or
 25 discovery materials. Any party or non-party may voluntarily disclose to others without
 26 restriction any information designated by that party or non-party as confidential, although a
 27 document may lose its confidential status if it is made public.

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1 8. If a party contends that any material is not entitled to confidential treatment, such
2 party may at any time give written notice to the party or non-party who designated the
3 material. The party or non-party who designated the material shall have twenty-five (25)
4 days from the receipt of such written notice to apply to the Court for an order designating
5 the material as confidential. The party or non-party seeking the order has the burden of
6 establishing that the document is entitled to protection.

7 9. Notwithstanding any challenge to the designation of material as Confidential
8 Information, all documents shall be treated as such and shall be subject to the provisions
9 hereof unless and until one of the following occurs:

10 (a) the party or non-party claims that the material is Confidential Information
11 withdraws such designation in writing; or

12 (b) the party or non-party who claims that the material is Confidential Information
13 fails to apply to the Court for an order designating the material confidential within the time
14 period specified above after receipt of a written challenge to such designation; or

15 (c) the Court rules the material is not confidential.

16 10. All provisions of this Order restricting the communication or use of Confidential
17 Information shall continue to be binding after the conclusion of this action, unless
18 otherwise agreed or ordered. Upon conclusion of the litigation, a party in the possession of
19 Confidential Information, other than that which is contained in pleadings, correspondence,
20 and deposition transcripts, shall either (a) return such documents no later than thirty (30)
21 days after conclusion of this action to counsel for the party or non-party who provided such
22 information, or (b) destroy such documents within the time period upon consent of the
23 party who provided the information and certify in writing within thirty (30) days that the
24 documents have been destroyed.

25 11. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
26 use of documents at trial.

27 12. Nothing herein shall be deemed to waive any applicable privilege, work product
28 protection, confidentiality or protection afforded by state or federal regulation, statute or

1 law. Nothing herein shall be deemed to affect the ability of a party to seek relief for an
2 inadvertent disclosure of material protected by privilege, work product protection,
3 confidentiality or protection afforded by state or federal regulation, statute or law.

4 13. Any witness or other person, firm or entity from which discovery is sought may
5 be informed of and may obtain the protection of this Order by written advice to the parties'
6 respective counsel or by oral advice at the time of any deposition or similar proceeding.

7 14. The court's jurisdiction over this agreement shall terminate upon dismissal of
8 this action.

9 Dated: February 12, 2021

Dated: February 12, 2021

10 /s/ James P. Kemp
11 James P. Kemp, Esq.
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Attorney for Defendant NSHE

15 **ORDER**

16 Pursuant to the foregoing stipulation of the Parties, IT IS SO ORDERED.

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20 UNITED STATES MAGISTRATE JUDGE

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22 Dated: February 17, 2021
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CERTIFICATION

I hereby certify my understanding that Confidential Information is being provided to me pursuant to the terms and restrictions of the Protective Order dated _____, in _____, Civil No. _____. I have been given a copy of that Order and read it. I agree to be bound by the Order. I will not reveal the Confidential Information to anyone, except as allowed by the Order. I will maintain all such Confidential Information -- including copies, notes, or other transcriptions made therefrom -- in a secure manner to prevent unauthorized access to it. No later than thirty (30) days after the conclusion of this action, I will return the Confidential Information -- including copies, notes or other transcriptions made therefrom -- to the counsel who provided me with the Confidential Information. I hereby consent to the jurisdiction of the United States District Court for the purpose of enforcing the Protective Order.

DATED: _____
